

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEBRASKA**

<b>IN RE:</b>	)	<b>BK 15-80698-TLS</b>
	)	<b>Chapter 13</b>
<b>TAMERA MONIQUE SPURLOCK,</b>	)	
	)	
<b>Debtors.</b>	)	
	)	

**STIPULATION RESOLVING  
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

**COME NOW** the secured creditor Rushmore Loan Management Services LLC, as servicer for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, as trustee for Normandy Mortgage Loan Trust, Series 2013-17 ("Movant") and the Debtor Tamera Monique Spurlock, by and through their respective attorneys of record, and each enter into this Stipulation as follows:

**RECITALS**

- 1. Movant was at all times pertinent hereto a secured creditor in the above captioned bankruptcy proceeding.**
- 2. The Debtor was at all times pertinent hereto a resident of Omaha, Nebraska.**
- 3. On or about September 9, 2015, Movant filed an Amended Motion for Relief from the Automatic Stay (Filing # 41) in the U.S. Bankruptcy Court for the District of Nebraska with regard to the debtor's real property located at 5401 N 48<sup>th</sup> St., Omaha NE 68104.**
- 4. On or about September 27, 2015, the Debtor filed a Resistance to Movant's Motion for Relief from the Automatic Stay (Filing # 52).**

5. Movant and the Debtor have reached an agreement to resolve Movant's Motion for Relief from the Automatic Stay.

6. Movant and the Debtor each wish to reduce their agreement in writing as follows:

#### **AGREEMENT**

NOW THEREFORE, in consideration of the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. The above recitals are true and correct and have been relied upon by the parties hereto.

2. The Debtor agrees that she is currently in default of her post-petition Note payments to Movant in the amount of \$6,344.34, i.e.:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Amounts Missed
6	05/01/2015	10/01/2015	\$1,057. 39	\$6,344.34

3. The Debtor agrees that she will pay the post-petition mortgage default of \$6,344.34 through her Chapter 13 Plan commencing November, 2015 and that the Movant shall be allowed to file an Amended Proof of Claim to include the post-petition arrearage of \$6,344.34.

4. The Debtor further agrees that she will timely make her future mortgage payments directly to Movant pursuant to the terms and provisions of the loan documents effective November, 2015.

5. The Debtor may prepay any of the payments in this Stipulation and any payments due under the Note.

6. The Debtor agrees that if this Chapter 13 bankruptcy proceeding converts to Chapter 7, the terms and conditions of this Stipulation shall remain in full force and effect.

7. The Debtor further agrees that if she fails to make any of the payments set forth in this Stipulation, the Debtor will be in default. Upon default, Movant will send a notice of default to the Debtor's attorney. If the Debtor fails to cure the default within fifteen (15) days from the date the Notice of Default is sent, upon the filing of an Affidavit by Movant's attorney, Movant shall be entitled to an immediate Order granting it Relief from the Automatic Stay provided in 11 U.S.C. 362(a).

DATED this 22nd day of October, 2015.

**RUSHMORE LOAN MANAGEMENT  
SERVICES LLC, as servicer for Wilmington  
Savings Fund Society, FSB, d/b/a Christiana  
Trust, as trustee for Normandy Mortgage Loan  
Trust, Series 2013-17, Movant,**

By /s/ Michael J. Whaley

**Michael J. Whaley, #19390  
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Attorneys for Secured Creditor.**

DATED this 22nd day of October, 2015.

TAMERA MONIQUE SPURLOCK,  
Debtor,

By /s/ Trinh P. Tran

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Attorneys for Debtor.

APPROVED:

  
Tamera Monique Spurlock, Debtor